

EXHIBIT 1

United States of America

United States Patent and Trademark Office

FOURSQUARE

Reg. No. 3,942,932

Registered Apr. 12, 2011

Int. Cls.: 9, 41, 42 and 45

TRADEMARK

SERVICE MARK

PRINCIPAL REGISTER

FOURSQUARE LABS, INC. (DELAWARE CORPORATION)
36 COOPER SQUARE, 5TH FLOOR
NEW YORK, NY 10003

FOR: DOWNLOADABLE SOFTWARE IN THE NATURE OF A MOBILE APPLICATION FOR DISPLAYING AND SHARING A USER'S LOCATION AND FINDING, LOCATING, AND INTERACTING WITH OTHER USERS AND PLACES, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

FIRST USE 3-0-2009; IN COMMERCE 3-0-2009.

FOR: ENTERTAINMENT SERVICES, NAMELY, PROVIDING ON-LINE COMPUTER GAMES, IN CLASS 41 (U.S. CLS. 100, 101 AND 107).

FIRST USE 3-0-2009; IN COMMERCE 3-0-2009.

FOR: PROVIDING ON-LINE NON-DOWNLOADABLE SOFTWARE FOR DISPLAYING AND SHARING A USER'S LOCATION AND FINDING, LOCATING, AND INTERACTING WITH OTHER USERS AND PLACES, IN CLASS 42 (U.S. CLS. 100 AND 101).

FIRST USE 3-0-2009; IN COMMERCE 3-0-2009.

FOR: ON-LINE SOCIAL NETWORKING SERVICES, IN CLASS 45 (U.S. CLS. 100 AND 101).

FIRST USE 3-0-2009; IN COMMERCE 3-0-2009.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SER. NO. 77-956,808, FILED 3-11-2010.

CHARLES L. JENKINS, EXAMINING ATTORNEY



David J. Kyros

Director of the United States Patent and Trademark Office

EXHIBIT 2

[SUPPORT](#)[SIGN IN](#)[SIGN UP](#)

Legal

Everything you must know in one place

Legal → [General Policies](#) → **[Privacy Policy](#)**

Namecheap Privacy Policy

Namecheap is a leader in online privacy rights. We have created this privacy statement in order to demonstrate our commitment to you, our customer, through transparent, easy-to-understand information regarding our data practices. You will understand what we collect, why we collect it and what we do with it. This policy applies to all Namecheap brands, websites, apps, products, services or technologies (we will collectively refer to these as “Services”). Additional privacy practices for certain Services can be found in Details for Specific Products and Services.

Information Collection: Account Level

At an Account Level, we collect and use information necessary to enable you to purchase and manage Services, provide you with support for those Services and to curate your experience with us. Some information is collected and used based on contractual consent and other is based on informed consent, which may be changed at any time.

- **Basic Account Information.**

Information Collected. Our site uses forms in which you give us contact information (such as your name, address, phone number, fax number, billing information, IP address and email address) so you can create an account, place orders, register domains, request information, and request support help. As you use your account, we may also collect

support requests and other related types of information that is specific to the management of your account and Services with us.

Legal Requirement. This type of information is legally and/or contractually required to be able to purchase and use Services. For example, we are required to be able to verify this type of information upon request by our payment processor. It is also required to be able to serve legal notices to you and is mandated by certain Services we offer. In addition, some Services, such as domains, require this information for you to purchase them. If you are purchasing a domain from us, we are required by law to collect and retain this information. We are further required to verify that the information provided is accurate and serve legally required notices regarding your domain(s). Consent for the collection, use and retention of this information for these purposes is considered to be contractually given for the duration of your use of such Service and any legally required retention period.

- **How We Use This Information.**

Sending Emails. Legally Required. As noted above, we use emails to communicate with you, to confirm your placed orders, to send information that you have requested and to serve legally or contractually required communications. Legally required emails cover ICANN mandated verification emails, renewal notices and any other policy or procedure created by ICANN which governs the purchase of domains. Additionally, we may be required by law to serve notices to you such as DMCA Takedown Notices, UDRP notices, etc. Or, we may deem a change to one of our policies to be material and, therefore, determine a duty (though not a legal requirement) to inform you of this change. These types of communications do not fall under any of our opt-out procedures.

Sending Emails: Service Communications & Promotional Communications. We also may use this information when it is important for us to contact you regarding functionality changes to Services you have purchased and/or our website and provide customer service ("Service Communications".) By creating an account with us and/or purchasing our Services, you agree to receive these types of communication and acknowledge that they are not optional. We also use this information to share details about new services and special offers we think you'll find valuable ("Promotional Communications".) You are able to opt-out of receiving Promotional Communications (or opt-into, depending on your country of residence) through preferences in your account panel or the unsubscribe instructions contained in the email communication.

Legally Required Disclosure. We will never share your information without your permission or in ways other than as outlined in this policy. The only exceptions to this are when we are required by law, in the good faith belief that such action is necessary in

order to comply with the law, or when we must comply with a legal process. Examples of these types of exceptions are court orders, subpoenas, and UDRP/URS processes. In each of these situations, we will carefully review the documentation provided and only comply if such documentation meets requisite legal standards.

Changes in Our Practices. If we change our information-handling practices or other privacy aspects, we will post those changes on this privacy statement. If we make any material changes we will notify you by means of a notice on this site prior to the change becoming effective, and we may also try to notify you through email of the privacy changes, if necessary.

- **Retention & Deletion of Account Information.**

Personal Information Following Termination of Account. When your Namecheap account is cancelled (either voluntarily or involuntarily) all of your personally identifiable information is placed in "deactivated" status within our corresponding databases. However, you should know that deactivation of your account does not mean your personally identifiable information has been deleted from our database entirely. We will retain and use your personally identifiable information, if necessary, in order to resolve disputes, enforce our agreements and/or as required by laws or regulations. Thus, it may not be immediately deleted upon request and is an approved exception to GDPR and CCPA deletion rights. By creating an account with us, using our support services and/or purchasing Services, you acknowledge and agree to these terms of retention. Information on how to close your account can be found [here](#).

Information Collection: Site Usage

- **Device Information.** We collect information from your devices (computers, mobile phones, tablets, etc.), such as IP address, cookie information, so that we may recognize your devices to provide you with legal notices (if required by your country of residence), support services (when you contact our support staff) and personalized experiences on our site and emails. Certain types of collection and use may be optional and controlled via our cookie tools.
- **Information from Others.** We are dedicated to continually improving your experience on our website. Like many companies, we use third-parties to help us track browsing, identify technical issues and provide ways to enhance your overall experience. Several of the tools that we use and what they do are:
 - **Log Files:** We use information gathered about you from our site statistics via log files provided by third-party tracking partners (for example, your IP address) to help diagnose problems with our server and to administer our website. We also gather

broad demographic information from this data to help us improve our site and make your browsing and purchasing experiences more enjoyable. This is not linked to any personally identifiable information.

- **Cookies:** Our site uses cookies to keep track of your session information. We do link the information we store in cookies to personally identifiable information you submit while on our site.

We use both session ID cookies and persistent cookies. A session ID cookie expires when you close your browser. A persistent cookie remains on your hard drive for an extended period of time. You can remove persistent cookies by following directions provided in your internet browser's "help" file.

We also use cookies to store your username if you request to have your username remembered during login. That information will be used to pre-fill the login form at a later time. If you are referred to our website through an ad or a partner, we will store the referral information in the cookies.

The use of cookies by our partners, affiliates, tracking utility company and service providers is not covered by our privacy statement. We do not have access or control over these cookies. Our tracking utility company uses session ID cookies to help us improve our site and make your browsing and purchasing experiences more enjoyable.

For those customers in countries subject to GDPR, please see your cookie preference panel for additional instructions on how to opt-in and opt-out of cookies. The cookie preference panel is accessible once you have acted upon the cookie policy pop-up.

Find more information regarding the categories of cookies we use and our specific [cookie policy here](#). By continuing to use and navigate our sites, services, applications, tools or messaging, you are agreeing to our use of cookies of described in this Privacy Policy.

- **Gifs:** Our third-party tracking utility company employs a software technology called clear gifs (a.k.a. Web Beacons/Web Bugs) that help us better manage content on our site by informing us what content is effective. Clear gifs are tiny graphics with unique identifiers, similar in function to cookies; they are used to track the online movements of web users. In contrast to cookies, which are stored on a user's computer hard drive, clear gifs are embedded invisibly on web pages and are about the size of the period at the end of this sentence. Our tracking utility company does not tie the information gathered by clear gifs to our customers' personally identifiable information.

- **Contests:** From time to time we request information from users via surveys or contests. Participation in these surveys or contests is completely voluntary, and the user, therefore, has a choice whether or not to respond and disclose this information. Information requested may include contact information (such as name, email and shipping address) and demographic information (such as zip code and age level). Contact information will be used to notify the winners and award prizes. Survey information will be used for purposes of monitoring or improving the use and satisfaction of this site and/or any other purpose that we explicitly disclose in the contest rules.
- **Testimonials:** We post customer testimonials on our website which may contain personally identifiable information. We do obtain the customer's consent via email, prior to posting the testimonial, to post their name along with their testimonial. If you would like to request the removal of your testimonial from the site contact us at support@namecheap.com.
- **Public Blog:** Our website offers a publicly accessible blog. You should be aware that any information you provide in this area may be read, collected and used by others who access it. To request removal of your personal information from our blog, contact us at support@namecheap.com. In some cases, we may not be able to remove your personal information. If this occurs, we will let you know if we are unable to do so and why.
- **Third-Party Product Offerings & Websites:** Our site also contains links to other third-party websites, especially where we offer their products or services. Namecheap (www.namecheap.com) is not responsible for the privacy practices or the content of such websites. We encourage you to carefully read the privacy statement of any website you visit.

How We Share This Information

Namecheap shares information within its affiliated brands and companies. We also share information we have about you for the purposes described in this Privacy Policy, including to provide Services that you have requested. We do not share information that individually identifies our customers with companies, organizations or individuals outside of Namecheap, unless one of the following circumstances applies:

- **With Your Consent.** We will share information with companies, organizations or individuals outside of Namecheap when we have your consent. This includes third party providers who offer products or services through our marketplace. These providers will each have their own privacy policies and will be identified in our Details for Specific Products and Services section.

Within Namecheap. Information may also be shared within Namecheap to provide support and delivery of Services you purchase.

- **With Partners.** We may share your information with nonaffiliated companies who are:
 - **Advertising, Analytics and Business Partners (Limited to Non-Personally Identifiable Information).** We may share aggregated or pseudonymous information (including demographic information) with partners, such as measurement analytics, apps, or other companies. We do not, however, share information that personally identifies you (personally identifiable information is information such as name or email address.) When you use third-party apps, websites or other products integrated with our Services, they may collect information about your activities subject to their own terms and privacy policies.
 - **For Legal and Other Purposes.** We may access, preserve and disclose information to investigate, prevent, or take action in connection with: (i) legal process and legal requests; (ii) enforcement of our [Universal Terms of Service](#); (iii) claims that any content violates the rights of third-parties; (iv) requests for customer service; (v) technical issues; (vi) protecting the rights, property or personal safety of Namecheap, its users or the public; (vii) establishing or exercising our legal rights or defending against legal claims; or (viii) as otherwise required by law. This may include responding to lawful governmental requests. Learn more about how we evaluate and respond to these requests [here](#).
- **New Ownership.** If the ownership or control of all or part of Namecheap or a specific Service changes as a result of a merger, acquisition or sale of assets, we may transfer your information to the new owner.

Details for Specific Products and Services

Additional privacy practices for certain Namecheap Services are included [here](#).

Residents of GDPR Governed Countries

If you are a resident of a GDPR governed country, more information regarding your GDPR rights may be found [here](#).

Your California Privacy Rights

If you are a California resident, California law may provide you with additional rights regarding our use of your personal information. To learn more about your California privacy rights, visit the [CCPA Privacy Notice](#).

Nevada State Privacy Law

Nevada Residents Pursuant to Nevada law, you may direct a business that operates an internet website not to sell certain Personal Information a business has collected or will collect about you. Namecheap does not sell your Personal Information pursuant to Nevada law. For more information about how we handle and share your Personal Information, or your rights under Nevada law, contact us at nvprivacy@namecheap.com.

Site Security

Our site has security measures in place to protect the loss, misuse and alteration of the information under our control. We use 128-bit SSL security to encrypt any transmissions when you provide credit card information, personal data, etc. No method of electronic storage or transmission over the internet is 100% secure, however. Therefore, we cannot guarantee its absolute security.

Protecting Children's Privacy

Our Services are for a general audience. We do not knowingly collect, use, or share information that could reasonably be used to identify children under age 18 without prior parental consent or consistent with applicable law.

Data Processing and Transfers

When you use or interact with any of our Services, you consent to the data processing, sharing, transferring and uses of your information as outlined in this Privacy Policy and the [Data Processing Addendum](#). Regardless of the country where you reside, you acknowledge that you are directly transferring your data to us in our United States based servers and agree to processing within the United States, where Namecheap processes its data. In addition, you authorize us to transfer, process, store and use your information in countries other than your own in accordance with this Privacy Policy and to provide you with Services. Some of these countries may not have the same data protection safeguards as the country where you reside. By using our Services, you consent to us transferring information about you to these countries.

Other Important Information

This Privacy Policy Applies Only to Namecheap. This Privacy Policy does not apply to the practices of companies that Namecheap does not own or control, or to people that Namecheap does not employ or manage. In addition, some third-party products may have different privacy policies and practices that are not subject to this Privacy Policy. These products will be identified in the Details for Specific Products and Services section.

Changes

We may update this Privacy Policy from time to time, so you should check it periodically. If we make changes that are material, we will provide you with appropriate notice before such changes take effect.

Questions & Suggestions

If you have questions, suggestions or wish to make a complaint, please complete a feedback form or you can contact us at [Namecheap Support](#) or 4600 E Washington St suite 305, Phoenix, AZ 85034

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Namecheap Cookie Policy

CCPA Privacy Notice

Need help?

We're always here for you.

[Chat with a Live Person](#)



We make registering, hosting, and managing domains for yourself or others easy and affordable, because the internet needs people.

Learn more about Namecheap →

Read our blog →

Join Our Newsletter & Marketing Communication

We'll send you news and offers.

you@yours.com

Join



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WE SUPPORT

We are an [ICANN](#) accredited registrar.
Serving customers since 2001.

Payment Options



EXHIBIT 3

[SUPPORT](#)[SIGN IN](#)[SIGN UP](#)

Legal

Everything you must know in one place

Legal → [General Policies](#) → **Copyright and Trademark Policies**

Copyright and Trademark Policies

At Namecheap, we believe that the customer comes first. As a result, we have developed policies over the years which ensure that we respond responsibly to copyright and trademark complaints made to us regarding domains and hosted content, and that we do so in a manner that respects our customer.

Copyright Complaints

Copyright claims are covered by the Digital Millennium Copyright Act ("DMCA"), whereby a copyright holder may issue a formal complaint known as a DMCA Takedown Notice. If you believe that you have a valid copyright claim related to a Namecheap customer, you may submit a DMCA Takedown Notice in accordance with this policy.

DMCA Takedown Notice. If we receive a DMCA notice from a copyright holder regarding hosted content, we will follow the requirements set in place by the DMCA. We will:

1. Make sure the notice is DMCA-compliant. At a minimum, it must include:
 - a. **Specification of Copyrighted Content.** Identification of the work which is claimed to be copyrighted and infringed, or, if multiple copyrighted works at a single online site are covered by the notification, a representative list of such works at that site.
 - b. **Location of Infringing Material.** Identification of the material that is claimed to be

infringing, or to be the subject of infringing activity, and that is to be removed, or access to which is to be disabled, and information reasonably sufficient to permit Namecheap to locate the material. This **must** include the specific URLs for each infringing instance.

- c. **Contact Information for Complaining Party.** Information reasonably sufficient to permit Namecheap to contact the complaining party, such as name, address, and telephone number, as well as facsimile number and email, if available, at which the complaining party may be contacted.
- d. **Good Faith Statement.** A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- e. **Statement Under Perjury.** A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the copyright owner of an exclusive right that is allegedly being infringed.
- f. **Signature.** A physical or electronic signature of the complaining party or its agent.

- 2. Forward that notice to our customer, and make it clear how to proceed.
- 3. If the DMCA notice relates to content hosted on our servers, we will temporarily remove, or disable access to, the disputed content.
- 4. Give our customer the opportunity to counter-notice the DMCA notice. If our customer has counter-noticed a DMCA notice in reference to specific works in circumstances that do not amount to a repeat infringement, we will restore any disputed works promptly upon counter-notice as described below.

You should be aware that if Namecheap acts only as the domain registrar, and does not provide hosting services in respect of the disputed content, we do not have the technical ability to take action in response to a DMCA notice. You will need to contact the hosting provider

Further, Namecheap will determine in its sole and absolute discretion what constitutes repeat infringement.

DMCA Counter-Notice Procedure. If we receive a proper DMCA Takedown Notice from a copyright holder, we will email a copy of the notice to our customer to provide them with the opportunity to submit a DMCA Counter-Notice. We will advise our customer of the following:

- 1. If Namecheap provides hosting services in respect of the disputed content, we have removed or disabled access to that material due to notice of an alleged copyright

infringement.

2. If our customer believes that the identification of infringing content is in error, Namecheap suggests contacting the reporting copyright owner to resolve the matter. If the reporting copyright owner agrees there is a mistake, they should email Namecheap at dmca@namecheap.com. The content the subject of the DMCA notice may then be reinstated.
3. If it is not possible to come to an agreement with the reporting copyright owner, the customer may submit a DMCA Counter-Notice to Namecheap within ten (10) business days of the date of our notice. The Counter-Notice is a legal document and must comply with the requirements of the DMCA. It must include the following:
 - a. **Contact Information.** Contact information, including name, address, and telephone number, as well as facsimile number and email, if available.
 - b. **Statement under Perjury.** A statement, under penalty of perjury, that the party providing the Counter-Notice has a good faith belief that the material was removed or disabled as a result of mistake, or misidentification of the material to be removed or disabled.
 - c. **Previous Location of Alleged Infringing Material.** Identification of the material that has been removed, or to which access has been disabled, and the location at which the material appeared before it was removed or access was disabled.
 - d. **Consent to Jurisdiction.** A statement that the party providing the Counter-Notice consents to the jurisdiction of the United States District Court in which the address provided is located or, if that address is outside the United States, for the judicial district of California, and that it will accept service of process from the complaining party or its agent.
 - e. **Signature.** A physical or electronic signature of the party providing the Counter-Notice or its agent.
4. By submitting a Counter-Notice to Namecheap, our customer waives any legal or equitable rights or remedies he or she has, or may have, against Namecheap with respect to the Counter-Notice, any claims regarding any aspect of the disputed content and its publication and/or Namecheap's action in implementing a takedown or re-establishing the content, and agrees to indemnify and hold Namecheap, and its owners/operators and/or affiliates, harmless to the fullest extent allowed by law regarding all matters relating to the sending of a Counter-Notice.

If our customer responds with a proper Counter-Notice, we will:

1. Provide a copy of that Counter-Notice to the complaining party.
2. Advise the complaining party that the disputed content will be reinstated in ten (10) business days unless Namecheap receives notice from the reporting copyright owner that he or she has filed an action against our customer under the DMCA in a court of competent jurisdiction for copyright infringement and is seeking a court order to restrain our customer from publishing the disputed content.
3. If Namecheap does not receive such notification from the complaining party, we will replace the removed material, or cease disabling access to it, in not less than ten (10) business days and not more than fourteen (14) business days from receipt of our customer's Counter-Notice.

Trademark Complaints

Trademark complaints are outside the scope of a DMCA Takedown Notice. However, if you believe your trademark complaint may also constitute a copyright infringement, and it is published on a website using Namecheap's hosting services, you may choose to submit your complaint according to the DMCA Takedown Notice procedure outline [above](#).

Below is Namecheap's procedure for processing trademark complaints in various scenarios.

Domain Names. If you believe that a domain name and its use violates your trademark, you may either pursue the matter in a U.S. court of law or have the matter adjudicated under the Uniform Domain Name Dispute Resolution Policy ("UDRP") or, where available, the Uniform Rapid Suspension System ("URS"). These are the two forums for adjudicating such issues.

The UDRP is a mandatory administrative proceeding adopted by the Internet Corporation for Assigned Names and Numbers ("ICANN") to resolve disputes regarding the registration of domain names. All ICANN accredited registrars are required to follow the UDRP. As an ICANN accredited registrar, Namecheap and its customers are bound by the UDRP. Nothing in this policy should be construed to modify or supersede the UDRP. More information regarding the UDRP is available [here](#) or [here](#). Information about the URS is available [here](#).

Trademark Owners. If you believe that you have a trademark complaint that is not related to a domain name, and that does not fall under a copyright claim, you may submit a valid and formal notice of a trademark complaint as outlined below. We will forward your complaint to our customer. It should include:

1. Details of the trademark or servicemark ("mark") that is claimed to be infringed, including the registration number and jurisdiction or geographical area to which it applies.
2. The name, address and telephone number of the owner of the mark.

3. The goods and/or services covered by or offered under the mark.
4. A description of how you believe the mark is being infringed, including the precise location of the infringing mark.
5. Sufficient evidence that the owner of the website that is claimed to be infringing the mark is a Namecheap customer.

You should be aware that, other than forwarding your trademark complaint to a customer, we cannot take any further action without a U.S. court order or a UDRP, or URS, ruling.

Repeat Infringement

We will do everything in our power to fairly protect your right to freely use the Internet. However, repeated violation of this policy, or repeated infringement of copyrighted works, trademarks or other intellectual property, will lead to termination in appropriate circumstances. Namecheap will, in its sole and absolute discretion, determine what constitutes repeat infringement.

Further Questions & Contact Information

If you have any questions about how Namecheap deals with trademark and copyright complaints, please contact us by email or regular mail at the following address:

Namecheap Legal Department
4600 East Washington Street
Suite 305
Phoenix, AZ 85034
dmca@namecheap.com

Last revised: April 07, 2017

Privacy Policy

Copyright and Trademark Policies

Court Order & Subpoena Policy

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Need help?

We're always here for you.

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We make registering, hosting, and managing domains for yourself or others easy and affordable, because the internet needs people.

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WE SUPPORT

We are an ICANN accredited registrar.
Serving customers since 2001.

Payment Options



EXHIBIT 4

[SUPPORT](#)[SIGN IN](#)[SIGN UP](#)

Legal

Everything you must know in one place

Legal → [General Policies](#) → **Court Order & Subpoena Policy**

Namecheap Court Order & Subpoena Policy

Namecheap is a strong advocate for privacy. As such, and per our Privacy Policy, we cannot and will not share customer or account information without our customer's express consent except under limited circumstances when required by law or legal process properly served on Namecheap or one of our affiliates.

If you are seeking such information, here is what you need to know:

1. Submission of Subpoenas and Court Orders

You may mail or serve Namecheap with a valid criminal or civil subpoena or U.S. Court Order as follows:

Service or Mail

Namecheap Legal Department
4600 East Washington Street
Suite 305
Phoenix, AZ 85034

Namecheap may, at its sole discretion, accept service by email.

Email

Legal@namecheap.com

2. Criminal Subpoenas

If you seek the identity or account information of a Namecheap customer in connection with a criminal matter, and you are a member of the law enforcement community, you must mail to or serve Namecheap, Inc. with a valid U.S. subpoena.

Background Documentation

Namecheap reserves the right to request a copy of the complaint and any supporting documentation that demonstrates how our customer information is related to the pending litigation and the underlying subpoena.

Notice to Customer and Response Time

Upon the receipt of a valid criminal subpoena, unless the circumstances or subpoena warrant otherwise, Namecheap may promptly notify the customer whose information is sought via email or U.S. mail. If the circumstances do not amount to an emergency, Namecheap may not immediately produce the customer information sought by the subpoena and may provide the customer an opportunity to move to challenge the subpoena in court. Namecheap reserves the right to charge an administration fee to the customer by charging the customer's Namecheap account.

Policy Regarding Email

Namecheap complies with the Electronic Communications Privacy Act, 18 U.S.C. §2701 et seq., which prohibits an electronic communications service provider from producing the contents of electronic communications, even pursuant to subpoena or court order, other than in limited circumstances. Therefore, except as required by an order in accordance with this Act, Namecheap will not produce the content of email or other electronic communications. Whether or not Namecheap gives its customer advance notice of any such disclosure will be governed by the terms of the order.

Fees for Subpoena Compliance

Namecheap reserves the right to charge the person or entity submitting the criminal subpoena for costs associated with subpoena compliance whenever the government agency and/or the nature of the request permits. Payment must be made within thirty (30) days from the date of receipt of the invoice. Checks should be made out to Namecheap, Inc. Namecheap reserves the right to require payment prior to the release of the documentation requested.

Namecheap's criminal subpoena compliance costs are as follows:

- Research – hourly rate varies per the complexity of the information request and/or management involvement in providing the subpoenaed information
- Federal Express - Cost as Billed
- Copies - \$.50/page

3. Civil Subpoenas

If you seek the identity or account information of a Namecheap customer in connection with a civil legal matter, you must mail to or serve Namecheap, Inc. with a valid subpoena. Valid subpoenas are those issued by (a) any U.S. federal court or (b) the courts of the State of California, or any other State in which Namecheap has qualified to do business. Namecheap may waive the requirement and respond to a subpoena issued by a state or local court located outside of California State, or any other State in which we are qualified to do business, in limited circumstances and at its discretion. Namecheap will not respond to subpoenas, or analogous discovery mechanisms, issued by courts outside of the U.S. due to the inherent difficulties in validation.

Background Documentation

Namecheap reserves the right to request a copy of the complaint and any supporting documentation that demonstrates how the customer information is related to the pending litigation and the underlying subpoena.

Fees for Subpoena Compliance

Namecheap will charge the person or entity submitting the civil subpoena for costs associated with subpoena compliance. Payment must be made within thirty (30) days from the date of receipt of the invoice. Checks should be made out to Namecheap, Inc. Namecheap reserves the right to require payment prior to the release of the documentation requested.

Namecheap's civil subpoena compliance costs are as follows:

- Research - \$150.00/hour
- Federal Express - Cost as Billed
- Copies - \$.50/page

4. Additional FAQs

A. UDRP COMPLAINTS & PROCEEDINGS

Namecheap is compliant with the UDRP guidelines set forth by ICANN. Should you file a UDRP related claim, you may submit a copy of the filed claim using the methods described herein to provide Namecheap with notice of a domain name dispute with one of our customers.

B. NON-U.S. COURT ORDERS & SUBPOENAS

Namecheap requires that, unless governed by ICANN regulations or other treaties/Acts to which we may be subject, all court orders and/or subpoenas must be issued by a U.S. court or law enforcement entity.

C. CUSTOMERS PROTECTED BY WHOISGUARD

Namecheap will not disclose the identity of a customer who is protected by WhoisGuard unless specifically required by U.S. court order, subpoena or other regulation to which we are subject.

D. DO I NEED TO NAME NAMECHEAP AND/OR WHOISGUARD IN THE LEGAL ACTION

No, you do not need to name Namecheap or WhoisGuard in a legal action. Please note that WhoisGuard is a third party provider and separate entity from Namecheap. WhoisGuard is a private registration service that maintains the privacy of a Namecheap customer's information and it has no control over the domain name, website content and/or other services provided to the customer through Namecheap. However, like Namecheap, WhoisGuard will comply with any valid U.S. court order and/or subpoena which is issued as outlined herein.

E. ACCURACY OF CUSTOMER INFORMATION REQUIRED

While Namecheap does not require that you list the name of a customer who is protected by WhoisGuard in a court order or subpoena, we do require that any details which are set forth in a subpoena or court order must be accurate. This means that, when you have a customer name, it must be the correct customer name associated with a domain or account for us to be able to take action pursuant to the court order/subpoena.

F. BANKRUPTCY & RECEIVERSHIPS

If a domain and/or website is subject to a bankruptcy proceeding or receivership, it is important to give Namecheap notice as soon as possible. Bankruptcy and Receivership Orders must be issued in English and be able to be validated as authentic by Namecheap. Namecheap reserves the right to refuse action if the orders are outside of the U.S. and unable to be validated to our satisfaction. Orders must list individually any domain(s) and/or website(s) that are to be separated from other assets and it must state that the Trustee or Receiver has the authority to manage and sell them.

G. SETTLEMENTS & DOMAIN TRANSFERS

In general, customers may privately settle a dispute over a domain/website without Namecheap's involvement. A transfer of ownership of such domain/website may be affected by the controlling party through their account panel.

In limited circumstances, parties may request Namecheap's assistance in effecting a transfer

to a new owner under a settlement agreement. If you are seeking our help, at a minimum we will require a copy of the legal settlement agreement which must:

- Involve litigation;
- Have notarized signatures from both parties;
- Specify the affected domain name(s); and
- Include a statement that the litigation will be dismissed with prejudice.

Further, Namecheap reserves the right to require an indemnification agreement from one or more parties.

5. General

Reservation of Rights

Notwithstanding any of the above, Namecheap reserves the right to challenge the validity of any subpoena or court order or otherwise move to quash or take such other action to secure an order from the relevant court that Namecheap is not required to respond to the subpoena or court order.

Modification

Namecheap reserves the right to modify this policy at any time in its sole and absolute discretion. Such modifications are effective immediately upon posting to this site.

Further Questions & Contact Information

If you have any questions about how Namecheap deals with subpoenas, court orders or other legal process, please contact us by email or regular mail at the following address:

Namecheap Legal Department
4600 East Washington Street
Suite 305
Phoenix, AZ 85034
legal@namecheap.com

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Privacy Policy

Copyright and Trademark Policies

Court Order & Subpoena Policy

Refund Policy

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